



**OGLETREE, DEAKINS, NASH,  
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September 22, 2020

**Via Electronic and U.S. Mail**

Timm W. Schowalter  
Sandberg Phoenix & von Gontard P.C.  
600 Washington Ave., 15<sup>th</sup> Floor  
St. Louis, MO 63101  
[tschowalter@sandbergphoenix.com](mailto:tschowalter@sandbergphoenix.com)

**RE: Drew Carter's Obligations to Maritz**

Dear Timm:

We are in receipt of your September 15, 2020 letter to Steven Gallant regarding your client, Drew Carter. We represent Maritz in this dispute, so please direct all further communications to us. We write to address several contentions in your letter and outline Maritz's expectations going forward.

As an initial matter, Maritz disputes Mr. Carter's characterization of his past conduct. Mr. Carter did more than "engage[] in good-faith efforts to assist in the smooth transition of client services" and offer "support . . . [to] a group of friends discussing the impact these layoffs have on their livelihood and general mental health." Rather, Maritz has received several first-hand reports that Mr. Carter engaged in solicitation or otherwise attempted to interfere with Maritz's relationships with, in violation of his Agreement. Moreover, Maritz disputes that Mr. Carter's actions were performed with "full transparency" or with Maritz's approval. In any event, Mr. Carter is now on notice that Maritz does not condone his activities and views them as a breach of his Agreement.

We appreciate your assurances that Mr. Carter will not interfere with Maritz's current customer relationships and will abide by the terms of his non-disclosure obligations going forward. However, please ensure that Mr. Carter understands he must abide by **all** terms and conditions of his Agreement, including the non-competition and **all** non-solicitation provisions.

In your letter, you indicated without explanation that "the enforceability of the Agreement is generally in dispute[.]" To the extent Mr. Carter does not believe he is bound by any term of the Agreement, or believes that any term is unenforceable or inapplicable to him, please notify us immediately, providing an explanation for Mr. Carter's understanding of the Agreement and his legal

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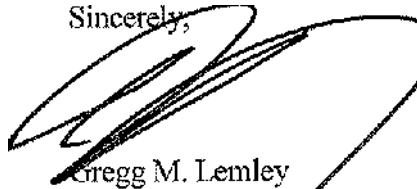
grounds for his position. Once again, Maritz expects Mr. Carter to abide by the Agreement in its entirety.

With respect to the return of Mr. Carter's Maritz-issued laptop computer, we request the laptop not be altered, copied, or imaged in any way. Please do not turn on or otherwise access the laptop, which is Maritz's property. Instead, we ask that your firm make the laptop available for pickup at your offices this week, and we will make arrangements for a courier to retrieve it. Maritz agrees that it makes sense to create a forensic image of the laptop upon our firm's receipt. We will retain an independent third-party forensic expert to create this image, including a copy for your firm, and will ask that your copy be held by the forensic expert for safekeeping. In the event of litigation, the forensic expert will produce this copy, subject to the entry of an appropriate protective order and/or forensic protocol, with an "Attorneys' Eyes Only" designation.

Finally, we emphasize that Maritz would like to ensure an amicable separation with Mr. Carter and avoid the need for litigation with him. To that end, please ensure that Mr. Carter understands he must abide by all terms of his Agreement going forward.

If you would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregg M. Lemley", with a large, sweeping flourish extending from the end of the signature.

Gregg M. Lemley

GML/mrt

cc: Steven Gallant